

EQUIPMENT LEASE AGREEMENT

EQUIPMENT LEASE AGREEMENT dated 25 of May 8, 1975 between
a Delaware
BT LEASING / Services Incorporation ("Lessor"), and Cook Industries, Inc.
Delaware corporation ("Lessee");

RECORDATION NO. 7936 Filed & Recorded

MAY 30 1975 - 2 15 PM

W I T N E S S E T H :

INTERSTATE COMMERCE COMMISSION

WHEREAS, Lessee desires Lessor to acquire the Equipment from Seller and lease the Equipment to Lessee and, subject to the terms and conditions hereinafter set forth, Lessor is willing to do so;

NOW, THEREFORE, IT IS AGREED:

1. Exhibit A. The term "Exhibit A" shall mean the Additional Terms And Conditions Of Equipment Lease Agreement attached hereto as Exhibit A, the terms and conditions of which are hereby incorporated in, and made a part of, this Agreement to the same extent as if fully set forth herein. The terms used in Exhibit A which are defined in this Agreement shall have the same meanings as are provided therefor herein; the terms used in this Agreement which are defined in Exhibit A shall have the same meanings as are provided therefor in Exhibit A. Each reference herein to "this Agreement" and like words shall include Exhibit A.

2. Acquisition, Delivery and Acceptance of the Equipment.

(a) Either: (i) Lessee has heretofore ordered the Equipment pursuant to one or more Purchase Orders (in form and substance satisfactory to Lessor), a true, correct and complete copy of each of which has been furnished to Lessor, and Lessee has delivered, or shall forthwith deliver to Lessor, an assignment of its rights under each such Purchase Order together with the consent of Seller with respect thereto (each of which shall be in form and substance satisfactory to Lessor); or (ii) Lessor, at the request of Lessee and contemporaneously with the execution and delivery of this Agreement, has ordered the Equipment pursuant to one or more Purchase Orders, a copy of each of which has been furnished to Lessee and which Lessee, by its execution and delivery of this Agreement, approves.

(b) Lessor shall have no obligations under any Purchase Order other than to pay the purchase price for the Equipment covered thereby in accordance with the provisions of this Agreement; Lessee shall be responsible for the performance of all other obligations (other than those of any Seller) under each Purchase Order. Lessor shall have no responsibility or liability to Lessee or any other Person for the adequacy or accuracy of any specifications set forth in any Purchase Order or for the failure on the part of any Seller to accept any Purchase Order or to make delivery of any Equipment covered thereby in accordance with the terms thereof.

(c) Simultaneously with the acquisition of any Equipment by Lessor, Lessee shall accept delivery of such Equipment and shall execute and deliver to Lessor one or more Acceptance Certificates relating to such Equipment.

(d) Upon the satisfaction of the conditions set forth in this Section and in Section 5: (i) Lessor shall acquire the Equipment for a purchase price not to exceed Maximum Acquisition Cost; and (ii) upon receipt by Lessor of Seller's invoice for any Equipment (approved in writing by Lessee), Lessor shall remit to Seller the amount thereof provided that (x) such amount, together with any amounts previously paid in respect of the Equipment, does not exceed Maximum Acquisition Cost and (y) Lessor shall have agreed in writing with the manner in which invoices of Seller are to be submitted and paid.

(e) In the event that Lessee shall fail for any reason to (i) forthwith deliver to Lessor the assignment of each Purchase Order (including each Seller's consent thereto), if required by this Section, (ii) accept delivery of any Equipment, (iii) execute and deliver to Lessor an Acceptance Certificate relating to any Equipment or (iv) approve an invoice relating to any Equipment, Lessee shall, on demand by Lessor, forthwith pay Lessor any amounts theretofore paid or then owing by Lessor to any Seller or to any other Person in respect of the Equipment, this Agreement, any Purchase Order or otherwise, together with a handling charge in the amount specified in Exhibit A. Upon such payment Lessee shall become (i) subrogated to Lessor's claims (if any) against each Seller and (ii) entitled to the Equipment as-is where-is without recourse and without representations, warranties or agreements of any kind and Lessor, and Lessee shall thereupon be released from their obligations hereunder except that obligations of Lessee under Section 11 hereof shall not be released.

(f) The delivery of any Equipment to Lessee and the delivery to Lessor of an Acceptance Certificate with respect thereto shall constitute Lessee's acknowledgment that: (i) Lessee has fully inspected such Equipment; (ii) such Equipment is in good condition and repair, is of the manufacture, design and specifications selected by Lessee and is suitable for Lessee's purposes; (iii) such Equipment is in full compliance with this Agreement and Lessee has accepted such Equipment hereunder; and (iv) Lessor has made no representation or warranty of any kind with respect to such Equipment.

(g) Lessee shall: (i) pay all costs and expenses of freight, packing, insurance, handling, storage, shipment and delivery of the Equipment to the extent that the same have not been included in Acquisition Cost; and (ii) furnish, at its own cost and expense, such labor, equipment and other facilities and supplies as may be required to install and erect the Equipment, which installation and erection shall be in accordance with the specifications and requirements of each Seller.

3. Representations and Warranties of Lessor.

(a) LESSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE TITLE OR OWNERSHIP, CONDITION, QUALITY, DURABILITY, SUITABILITY, ADEQUACY, MERCHANTABILITY, FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, DESIGN, OPERATION, USE OR PERFORMANCE OF ANY EQUIPMENT OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY EQUIPMENT or otherwise hereunder except that Lessor represents and warrants that Lessor has the power and authority to execute and carry out this Agreement.

(b) Nothing contained in this Section shall be deemed to limit Lessee from availing itself of any representations, warranties or agreements of any Seller. Lessee acknowledges and agrees that, except as otherwise specifically provided herein, Lessor shall have no responsibility or liability to Lessee or any other Person with respect to any of the following: (i) any liability, loss or damage caused or alleged to be caused directly or indirectly by any Equipment or by any inadequacy thereof or deficiency or defect therein or by any other circumstance in connection therewith; (ii) the use, operation or performance of any Equipment or any risks relating thereto; (iii) any interruption of service, loss of business or anticipatory profits or consequential damages; or (iv) the delivery, installation, erection, testing, programming, adjusting, operation, servicing, maintenance, repair, improvement or replacement of any Equipment.

4. Representations and Warranties of Lessee. In order to induce Lessor to enter into this Agreement and to lease the Equipment to Lessee, Lessee makes the following representations and warranties which shall survive the execution and delivery of this Agreement:

(a) Lessee: (i) is a duly organized and validly existing corporation in good standing under the laws of the State of its incorporation and has the corporate power and authority to own its property and assets and to transact the business in which it is engaged; (ii) is duly qualified or licensed as a foreign corporation in good standing in every jurisdiction (wherein the Equipment will be located) in which the nature of the business in which it is engaged makes such qualification or licensing necessary; and (iii) has the corporate power and authority to execute, deliver and carry out the terms and provisions of this Agreement and each of the other instruments and agreements (the "Other Agreements") delivered in connection with this Agreement. ~~and in which failure to so qualify or be licensed would have a material adverse effect on the conduct of its business.~~

(b) Neither the execution and delivery of this Agreement or any of the Other Agreements, nor the consummation of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will contravene any provision of law, statute, rule or regulation to which Lessee is subject or any judgment, decree, franchise, order or permit applicable to Lessee, or will conflict or will be inconsistent with, or will result in any breach of, any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, security interest, charge or encumbrance upon any of the property or assets of Lessee pursuant to the terms of, any indenture, mortgage, deed of trust, agreement or other instrument to which Lessee is a party or by which it is bound or to which it is subject, or violate any provision of the Certificate of Incorporation or By-Laws of Lessee.

(c) This Agreement has been duly authorized, executed and delivered by Lessee and constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms. Each of the Other Agreements will be, at the time of the delivery thereof, duly authorized, executed and delivered by Lessee and constitute the legal, valid and binding obligations of Lessee enforceable in accordance with their respective terms.

(d) No approval, authorization or consent of any governmental or public body or authority is necessary to enable Lessee to execute, deliver and carry out the terms and provisions of this Agreement and the Other Agreements except those which have been duly obtained and certified copies thereof delivered to Lessor.

(e) Any Equipment acquired by Lessor pursuant to the Purchase Order will be free and clear of any claims, mortgages, pledges, liens, security interests or other charges or encumbrances of any kind in favor of any Person other than Lessor.

~~(f) Neither (i) Lessee nor (ii) Lessor own any real property constituting the Equipment Location and there is no mortgage, lien or other encumbrance existing with respect to such real property or (iii) there has been duly executed and delivered to Lessor a Real Property Waiver by each owner, mortgagee, lienor or other encumbrancer of such real property.~~

(g) Lessee's chief place of business is located in the State specified in Exhibit A.

5. Conditions Precedent to Lessor's Obligations. The obligations of Lessor to acquire the Equipment from Seller and to lease the Equipment to Lessee are subject, at the time of the entering into by Lessor with Seller of any commitment to acquire the Equipment and at the time of each delivery of any Equipment to Lessee and at the time of each payment by Lessor in respect of Acquisition Cost of any Equipment (all except as hereinafter indicated), to the satisfaction of the following conditions:

(a) At or prior to the earliest of any such times and thereafter upon the request of Lessor, Lessor shall have received from counsel for Lessee satisfactory to Lessor, a favorable opinion, addressed to Lessor, to the effect stated in Subsections (a) through (e) of Section 4 and covering such other matters incident to the transactions herein contemplated as Lessor may request.

(b) There shall exist no condition, event or act which would constitute an Event of Default and no condition, event or act which, with the giving of notice or lapse of time, or both, would constitute such an Event of Default.

(c) All representations and warranties by Lessee contained herein or otherwise made in writing in connection herewith shall be true and correct with the same effect as though the representations and warranties had been made on and as of the date of the entering into of such commitment or the date of such delivery or the date of such payment, as the case may be.

(d) All corporate and legal proceedings and all documents in connection with the transactions contemplated

*and Lessee does hereby have such right provided (x) Lessee is not in default under any term or provision of this Agreement and (y) the amount of Lessee's recovery thereon shall be limited to the amount of its actual damages.

by this Agreement shall be satisfactory in form and substance to Lessor, and Lessor shall have received all information and copies of all documents, including records of corporate proceedings, which Lessor may reasonably have requested in connection therewith, such documents where appropriate to be certified by proper corporate or governmental authorities.

(e) The applicable law or the applicable rules or regulations of any governmental or public body or authority shall not prohibit Lessor from acquiring the Equipment and/or leasing same to Lessee.

(f) The additional conditions (if any) set forth in Exhibit A.

6. Lease Term. The term of the Lease of any Equipment shall commence and terminate in the manner provided in Exhibit A; provided, however, (i) the term of the Lease of any Equipment may be earlier terminated in the manner specified in certain other provisions of this Agreement and (ii) the obligations of Lessee hereunder shall commence as of the date hereof.

7. Rent; Net Lease.

(a) Lessee shall pay Lessor rent for the Equipment in the amounts, at the times, in the manner and as otherwise provided in Exhibit A. To the extent legally enforceable, Lessee shall pay Lessor interest at the Premium Rate on any installment of rent the payment of which is more than 15 days overdue.

(b) All payments of rent and other payments to be made by Lessee to Lessor pursuant to this Agreement shall be paid to Lessor in lawful money of the United States in New York Clearing House funds at the place specified in or pursuant to Exhibit A.

(c) Lessee's obligation to make rent payments and to make the other payments pursuant to this Agreement shall be absolute and unconditional and shall not be affected by any circumstance whatsoever, including (without limitation) any (i) set off, counterclaim, recoupment, defense or other right which Lessee may have against Lessor, the Seller or any other Person for any reason whatsoever; (ii) defect in the title, condition, design, operation, or fitness for use of, or any damage to or loss or destruction of, any Equipment, or any interruption or cessation in the use or possession thereof by Lessee for any reason whatsoever; or (iii) insolvency, bankruptcy, reorganization or similar proceedings by or against Lessee. Each payment of rent or other payment made by Lessee hereunder shall be final and Lessee will not seek to recover all or any part of such payment from Lessor for any reason whatsoever. Lessee hereby waives, to the extent permitted by applicable law, any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel, quit or surrender this Agreement except in accordance with the express terms hereof. If for any reason whatsoever this Agreement shall be terminated in whole or in part by operation of law or otherwise (except as specifically provided herein), Lessee nonetheless agrees to pay to Lessor an amount equal to each rent payment at the time such payment would have become due and payable in accordance with the terms hereof had this Agreement not been terminated in whole or in part.

(d) The lease of Equipment hereunder is a net lease and the rent shall be absolutely net to Lessor, and all costs and expenses and obligations of every kind and nature relating to the Equipment shall be paid by Lessee, except as otherwise expressly provided herein.

8. Title of Lessor; Possession and Use of the Equipment; Subletting, Liens, Assignment, etc. Prohibited.

(a) Title to the Equipment shall at all times remain in Lessor. Lessee, at its own cost and expense, shall protect and defend the title of Lessor.

(b) Lessee shall have no rights, interests or property in the Equipment except the use and quiet enjoyment thereof as Lessee in accordance with the terms and provisions of this Agreement. Unless an Event of Default shall have occurred and be continuing, Lessee may hold, possess and use the Equipment in the ordinary course of the regular business conducted by Lessee.

(c) The Equipment shall be located at the Equipment Location and shall not be removed therefrom without the prior written consent of Lessor.

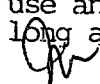
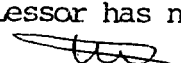
(d) Without the prior written consent of Lessor, Lessee shall not (i) sublease, part with possession of, or otherwise transfer or dispose of, any Equipment; (ii) contract, create, incur, assume or suffer to exist any claim, mortgage, pledge, lien, security interest or other charge or encumbrance of any kind upon or with respect to any Equipment or any of its rights under this Agreement; or (iii) sell, assign, transfer or otherwise dispose of any of its rights under this Agreement.

(e) Upon the request of Lessor at any time, Lessee, at its own cost and expense, shall cause the Equipment to be legibly marked in a reasonably prominent location with a plate, disk or other marking showing Lessor's ownership of the Equipment.

(f) Lessee shall comply fully with all statutes, ordinances and regulations relating to the use and operation of the Equipment and with all conditions and provisions of any policies of insurance relating to the Equipment and, if such compliance requires changes or additions to be made on or to any Equipment, such changes and additions shall be made by Lessee at its own cost and expense.

(g) Lessee shall (i) cause the Equipment to be used and operated only by personnel authorized by Lessee and (ii) use every reasonable precaution to prevent loss or damage to the Equipment.

9. Improvement and Repair of the Equipment. Lessee shall pay all costs, expenses, fees and charges in connection with the use, operation and maintenance of the Equipment except only those that are included by Lessor in the determination of Acquisition Cost. Lessee, at its own cost and expense, shall keep the Equipment in good repair, condition and working order and shall furnish any and all labor, parts and other servicing required for that purpose. Except as required by Section 8 (f), Lessee shall not make any material alterations to any Equipment without the prior written

*So long as Lessee's use and quiet enjoyment of the Equipment is not disturbed by any act of Lessor, and so long as Lessor has not breached the representations set forth in Section 3(a) hereof,   3 **in violation of this Agreement,

consent of Lessor. All parts, attachments, accessories, equipment and repairs at any time made to or placed upon any Equipment and all replacements for any Equipment shall immediately become the property of Lessor and shall be deemed to be incorporated in the Equipment and subject to the terms and provisions of this Agreement as if originally leased hereunder.

10. Insurance. Lessee shall at all times carry and maintain on the Equipment, at its own cost and expense, insurance in such amounts, against such risks (including, without limitation, public liability insurance for bodily injury and property damage), in such form and with such insurance companies as shall be satisfactory to Lessor from time to time. Lessee shall pay the premiums therefor and deliver to Lessor the original policies of insurance (or other evidence satisfactory to Lessor) of such insurance coverage. The proceeds of insurance payable as a result of loss of or damage to any Equipment shall be applied, in the sole discretion of Lessor, toward either (i) the replacement, restoration or repair of the Equipment which may be lost, stolen, destroyed or damaged or (ii) payment of the obligations of Lessee hereunder.

11. Taxes, Indemnification and Expenses.

(a) Lessee shall indemnify, protect, save and keep harmless Lessor from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements of whatsoever kind and nature (including (without limitation) legal fees and expenses, imposed on, incurred by or asserted against Lessor in any way relating to or arising out of this Agreement or any of the Other Agreements or the Equipment including (without limitation) the manufacture, purchase, acceptance or rejection under the Purchase Order, ownership, delivery, possession, use, operation, condition, performance, suitability, durability, quality, adequacy, maintenance, registration, loss, seizure, requisition, confiscation, lease, sale, return or other disposition of any Equipment (including, without limitation, latent and other defects, whether or not discoverable by Seller, Lessor or Lessee, and any claim for patent, trademark or copyright infringement). * (except for any such directly arising out of any acts or omissions on the part of Lessor)

(b) Lessee shall indemnify, protect, save and keep harmless Lessor from and against any and all license and registration fees and all sales, use, personal property, stamp or other taxes, levies, imposts, duties, charges or withholdings of any nature (together with any penalties, fines or interest thereon) imposed against Lessor, the payment of any moneys due Lessor hereunder, Lessee or any Equipment by any federal, state or local government or taxing authority upon or with respect to any Equipment, or upon the purchase, ownership, delivery, leasing, possession, use, operation, return or other disposition thereof, or upon the rentals, receipts or earnings arising therefrom, or upon or with respect to this Agreement or any of the Other Agreements (excluding, however, federal or New York State taxes on, or measured by, the net income of Lessor), unless, and to the extent only, that any such tax, levy, impost, duty, charge or withholding is being contested by Lessee in good faith and by appropriate proceedings so long as such proceedings do not involve any danger of the sale, forfeiture or loss of any Equipment or any interest therein. In case any report or return is required to be made with respect to any obligation of Lessee under this Subsection or arising out of this Subsection, Lessee will either make such report or return in such manner as will show the ownership of the Equipment in Lessor and send a copy of such report or return to Lessor or will notify Lessor of such requirement and make such report or return in such manner as shall be satisfactory to Lessor. Lessee shall have no obligation under this Subsection with respect to any taxes to the extent that the same have been included by Lessor in the determination of Acquisition Cost.

(c) The indemnities contained in this Section shall (i) apply equally to any Equipment not yet delivered hereunder; and (ii) continue in full force and effect notwithstanding the expiration or other termination of this Agreement or any of the Other Agreements. For the purpose of this Section, the term "Lessor" shall include (i) its directors, officers and employees and any agents acting for it or them and (ii) its successors and assigns. In the event that Lessee is required to make any payment under this Section, Lessee shall pay the Person indemnified an amount which, after deduction of all taxes required to be paid by said Person in respect of the receipt thereof under the laws of the United States or of any state or of any political subdivision thereof (after giving credit for any savings in respect of any such taxes by reason of deductions, credits or allowances in respect of the payment of the expense indemnified against and of any other such taxes), shall be equal to the amount of such payment. Lessee's obligations under this Section shall be that of primary obligor irrespective of whether the Person indemnified shall also be indemnified with respect to the same or similar matters under any other instrument or agreement by any person and irrespective of any insurance policies which may be in existence with respect to the same.

12. Loss of or Damage to the Equipment.

(a) No loss of or damage to any Equipment shall impair any obligation of Lessee under this Agreement, which shall continue in full force and effect.

(b) In the event of damage of any kind whatsoever to any Equipment (unless the same is determined by Lessor in its sole discretion to be damaged beyond repair), Lessee, at its own cost and expense, shall place the same in good operating order, repair, condition and appearance.

(c) If any Equipment is determined by Lessor in its sole discretion to be lost, stolen, destroyed, seized, confiscated, rendered unfit for use or damaged beyond repair, Lessee shall pay Lessor therefor, on the rent installment date for such Equipment next following such determination (or, if such determination occurs after the final rent installment date therefor, then on the expiration of the lease of such Equipment), an amount equal to the Stipulated Loss Value (as hereinafter defined) for such Equipment (computed as of such rent installment date). Upon such payment and upon the payment of any unpaid rent due on or before such rent installment date for such Equipment this Agreement shall terminate with respect to such Equipment, and Lessee thereupon shall become entitled to such Equipment as-is-where-is, without recourse and without representations, warranties or agreements of any kind whatsoever. "Stipulated Loss Value" for any Equipment as of any rent installment date shall mean, when used in this Agreement, an amount determined by multiplying Acquisition Cost for such Equipment by the percentage specified in Exhibit C attached hereto opposite such rent installment date.

any such rent installment date is on the date of such sale, then on such date) plus any deficiency between the net proceeds of such sale and the Termination Value for such Equipment (computed as of such rent installment date), together with interest at the Premium Rate on the amount of such deficiency from the date of such sale until the date of actual payment;

(d) Hold, use, operate, lease or keep idle any or all of the Equipment as Lessor in its sole discretion may determine, without any duty to account to Lessee with respect to any such action or inaction or for any proceeds thereof, except that the net proceeds of any such holdings, using, operating or leasing shall be credited by Lessor against any rent accruing after Lessor shall have declared this Agreement to be in default pursuant to this Section; and/or

(e) Rescind this Agreement as to any or all of the Equipment, or exercise any other right or remedy which may be available under applicable law or proceed by appropriate court action to enforce the terms hereof or to recover damages for the breach hereof.

In addition, Lessee shall be liable for the payment of any and all other obligations due hereunder before or after any termination hereof, including, without limitation, all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by reason of the occurrence of any Event of Default and the exercise of Lessor's remedies with respect thereto. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity and the exercise or beginning of exercise by Lessor of any one or more of such remedies shall not preclude the simultaneous or later exercise by Lessor of any or all such other remedies; except that satisfaction by Lessee of its obligations under Subsections (a) or (c), as the case may be, with respect to any Equipment shall preclude Lessor from thereafter exercising any other remedy provided by such Subsections (a) or (c) with respect to such Equipment. No waiver by Lessor of any Event of Default hereunder shall in any way be, or be construed to be, a waiver of any future or subsequent Event of Default. "Termination Value" for any Equipment as of any rent installment date shall mean, when used in this Agreement, an amount determined by multiplying Acquisition Cost for such Equipment by the percentage specified in Exhibit D attached hereto opposite such rent installment date.

20. Notices. Unless otherwise expressly specified or permitted by the provisions hereof, all notices, requests, demands or other communications to or upon the respective parties hereto shall be deemed to have been given or made when deposited in the mails, postage prepaid, or, in the case of telegraphic notice, when delivered to the telegraph company, addressed (i) if to Lessee, at the address specified in Exhibit A, or at such other address as Lessee shall from time to time designate in writing to Lessor, or (ii) if to Lessor, at 280 Park Avenue, New York, New York 10017 or at such other address as Lessor shall from time to time designate in writing to Lessee. No other method of giving notice is hereby precluded.

21. Assignment by Lessor. This Agreement, title to the Equipment and/or any rents or other sums due or to become due hereunder may be transferred or assigned by Lessor without notice, and in such event Lessor's transferee or assignee shall have all the rights, powers, privileges and remedies of Lessor under this Agreement.

22. Miscellaneous. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law Lessee hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect. This Agreement constitutes the entire agreement between the parties and no term or provision of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge or termination is sought. This Agreement shall constitute an agreement of lease and nothing herein shall be construed as conveying to Lessee any right, title or interest in the Equipment except as a lessee only. The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof. This Agreement shall in all respects be governed by, and construed in accordance with, the law of the State of New York, including all matters of construction, validity and performance. This Agreement shall be binding upon and inure to the benefit of Lessor and Lessee and their successors and, subject to Section 8 (d), their assigns. To the extent, if any, that this Agreement constitutes chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest in this Agreement may be created through the transfer or possession of any counterpart other than the original counterpart hereof (which shall be the counterpart bearing the legend "This is the original counterpart of the within Agreement" together with the certification of an officer of Lessor to such effect on the signature page thereof).

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be duly executed as of the date first above written.

LESSOR

BT LEASING Services Inc.

By

Robert J. [Signature]
Vice President

COOK INDUSTRIES, INC.

LESSEE

By

Joseph W. McLeary
Joseph W. McLeary

6 Executive Vice President-Finance

ADDITIONAL TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT

The following terms and conditions supplement, and are a part of, the Equipment Lease Agreement (the "Agreement") dated as of May 8, 1975 to which this Exhibit A is attached;

1. Definitions. As used herein, the following terms shall have the meanings herein specified unless the context otherwise requires. Defined terms in this Agreement shall include in the singular number the plural and in the plural number the singular.

"(a) 'Equipment' shall mean the following property

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers of Lessee</u>
200	Hopper Cars, 100-ton, <u>4650</u> cubic feet capacity	OKIX 5001 through 5200

Unless the context otherwise requires, 'Equipment' shall mean the whole of the foregoing property leased to Lessee pursuant to this Agreement. With respect to a particular Acceptance Certificate, 'Equipment' shall mean the property described therein.

(b) 'Acquisition Cost' of any Equipment shall mean an amount equal to the sum of all amounts paid by Lessor in respect of the purchase price of such Equipment including (without limitation) any taxes, duties, expenses of freight and installation and all other expenses required to effect delivery and installation of the Equipment.

(c) 'Final Delivery Date' shall mean the earlier of (i) the last date on which any Equipment is accepted by Lessee or (ii) June 30, 1975.

(d) 'Internal Revenue Code' shall mean the Internal Revenue Code of 1954, as amended.

(e) 'IRS' shall mean the Internal Revenue Service.

(f) 'Interstate Commerce Act' shall mean the Interstate Commerce Act, as amended.

(g) 'ICC' shall mean the Interstate Commerce Commission.

(h) 'Maximum Acquisition Cost' shall mean \$6,250,000.

(i) 'Person' shall mean and include any person, firm, corporation, association, trust or other enterprise or any governmental or political subdivision, or any agency, department or instrumentality thereof.

(j) 'Premium Rate' shall mean the greater of (i) 12% or (ii) 120% of the prime commercial loan rate in effect at Bankers Trust Company at the time of the computation of the Premium Rate.

(k) 'Purchase Order' shall mean the agreement (together with any modifications thereof or amendments or supplements thereto approved by Lessor) between Cook Industries, Inc. as buyer, and ACP Industries, Inc., as seller, covering the acquisition of the Equipment, a true, correct and complete copy of which has been furnished to Lessor.

(l) 'Seller' shall mean ACP Industries, Inc.

(m) 'Stipulated Loss Values' for any Equipment as of any rent installment date shall mean an amount determined by multiplying Acquisition Cost for such Equipment by the percentage specified in Exhibit C attached hereto opposite such rent installment.

(n) 'Termination Value' for any Equipment as of any rent installment date shall mean an amount determined by multiplying Acquisition Cost for such Equipment by the percentage specified in Exhibit D attached hereto opposite such rent installment."

2. Representations and Warranties of Lessee. Section 4 of the Agreement is hereby amended as follows:

(a) Section 4(a) is amended by deleting the following parenthetical which appears in the fourth line: "(wherein the Equipment is located)". This section is further amended by deleting the words "in connection with this Agreement" and inserting the following in lieu thereof: ", and has taken all necessary corporate action (including, without limitation, any consent of stockholders required by law or by the Certificate of Incorporation or By-Laws of Lessee) to authorize the execution and delivery of this Agreement, and each of the Other Agreements, and has obtained any other approval, authorization or consent required by any governmental or public body or authority including (without limitation) the ICC pursuant to Section 20a of the Interstate Commerce Act, in connection therewith,

(b) Sections 4(f), and (g) are deleted in their entirety and the following new Sections are inserted in lieu thereof:

(f) The Equipment is new "Section 38 property" within the meaning of Section 48(b) of the Internal Revenue Code. At the time of the acquisition of the Equipment by Lessor and the acceptance by Lessee under this Agreement, the Equipment will not have been used by any other person and no investment credit, depreciation or other tax benefits under the Internal Revenue Code will have been claimed by any person with respect thereto. The economic useful life of the Equipment will be at least 18 years and at the end of the lease thereof pursuant to this Agreement the Equipment will have a residual value of at least 20% of the Acquisition Cost thereof.

~~3. Conditions Precedent to Lessor's Obligations.~~
Section 5 of the Agreement is hereby amended as follows:

"(f) If requested by Lessor, Lessee agrees that Lessee shall duly file, record and/or register this Agreement and each Acceptance Certificate in each jurisdiction where permitted or as may be required by law to establish, perfect, protect and preserve the rights, titles, interests, remedies, powers and privileges of Lessor hereunder and thereunder, including (without limitation) the filing thereof for recordation in accordance with the provisions of Section 20a of the Interstate Commerce Act, and Lessor shall receive satisfactory evidence as to any such filing, recording and/or registration."

4. Delivery of the Equipment. The Equipment shall be delivered to Lessee on the tracks of the Chesapeake and Ohio Railway Company at Russell, Kentucky.

5. Title of Lessor, Possession and Use of the Equipment. Section 8 of the Agreement is hereby amended as follows:

(a) Sections 8(c) and 8(d) are deleted in their entirety and the following Subdivisions inserted in lieu thereof:

"(c) The Equipment shall be used only in the continental United States and the Dominion of Canada, provided, however, that the Equipment shall be used predominantly in the continental United States."

"(d) Without the prior written consent of Lessor, Lessee shall not (i) sublease for a period longer than two years, part with possession of, or otherwise transfer or dispose of, any Equipment, except that Lessee may subject any Equipment to normal interchange agreements, in each case customary in the railroad industry and entered into by Lessee in the ordinary course of its business with railroads, provided that no such agreement contemplates or requires the transfer of title to any such Equipment and the rights of the other parties to such agreement are subject and subordinate to the rights of the Lessor under this Agreement; (ii) contract, create, incur, assume or suffer to exist any claim, mortgage, pledge,

lien, security interest or other charge or encumbrance of any kind upon or with respect to any Equipment or any of its rights under this Agreement; or (iii) sell, assign, transfer or otherwise dispose of its rights under this Agreement."

(b) The following Subdivision (h) is added:

"(h) In the event of any sublease by Lessee in accordance with the provisions hereof, Lessee's obligation to pay the rent and other payments to be made by Lessee to Lessor pursuant to this Agreement shall remain absolute and unconditional and all of the terms and conditions of this Agreement, including but not limited to Section 7 hereof shall remain in full force and effect."

6. Lease Term. The interim term ("Interim Term") of the lease for any Equipment shall commence on the earlier of the date on which any payment is made by Lessor in respect of the Acquisition Cost of such Equipment or the date on which such Equipment shall have been accepted by Lessee, as evidenced by the execution and delivery to Lessor by Lessee of an Acceptance Certificate substantially in the form of Exhibit B attached hereto, and shall continue through the Final Delivery Date. The basic term of the lease (the "Basic Term") shall commence on the date next following the Final Delivery Date (the "Commencement Date") and shall continue for fifteen years thereafter.

7. Rent. Lessee shall pay Lessor rent, on a monthly basis, during the Interim Term on any Equipment accepted by Lessee prior to the Final Delivery Date, in an amount equal to .03512% per day of the Acquisition Cost of such Equipment. Lessee shall pay Lessor rent during the Basic Term therefore in thirty consecutive semi-annual payments commencing on the first semi-annual anniversary of the Commencement Date for such Equipment and continuing on each semi-annual anniversary thereafter, each of which semi-annual payments shall be in an amount equal to 6.32095% of the Acquisition Cost of such Equipment.

8. Improvement and Repair of the Equipment. Section 9 of the Agreement is hereby amended by inserting the following new sentence at the end thereof: "Anything contained in this Section to the contrary notwithstanding, Lessee shall at all times comply in all respects with all laws of the jurisdiction in which operations involving the Equipment may extend, with the interchange and the other rules of the Association of American Railroads (or any successor thereto) and with all lawful rules and regulations of the Department of Transportation and the ICC and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Equipment, to the extent that such laws, rules or regulations affect the operation, maintenance or use of the Equipment or any additional equipment or appliance thereof; and in the event that such laws, rules or regulations require alteration of the Equipment, Lessee will conform therewith, at its own cost and expense, and will maintain the Equipment in proper condition for operation under such laws, rules and regulations."

9. Further Assurances. Section 17 of the Agreement is hereby amended in its entirety to read as follows:

If requested by Lessor, "17. Filing and Further Assurances. Lessee shall, at its expense, promptly (i) cause this Agreement, each Acceptance Certificate and any amendments or supplements hereto or thereto to be duly filed for recordation with the ICC in accordance with the provisions of Section 20c of the Interstate Commerce Act; (ii) execute, deliver, acknowledge, file, record and register such further documents and assurances and take such further action as may be necessary or advisable or as Lessor may from time to time reasonably request in order to more effectively carry out the intent and purpose of this Agreement and to establish and protect Lessor's title to the Equipment and the ownership rights and remedies created or intended to be created in favor of Lessor hereunder; and (iii) furnish, or cause to be furnished, to Lessor certificates or other evidences of such filing, registration and/or recording and an opinion or opinions of counsel for Lessee, in form and substance satisfactory to Lessor, with respect thereto."

10. Loss of or Damage to the Equipment. Section 12 of the Agreement is hereby amended by deleting Sections 12(b) and (c) in their entirety and inserting the following in lieu thereof,

"(b) In the event of damage of any kind whatsoever to any Equipment (unless the same is determined to be damaged beyond repair), Lessee, at its own cost and expense, shall place the same in good operating order, repair and condition."

"(c) If any Equipment is determined to be lost, stolen, destroyed, seized, confiscated, rendered unfit for use or damaged beyond repair (such occurrences hereinafter called Casualty Occurrences), during the term of this Agreement, or until such Equipment shall have been returned to the Lessor pursuant to Section 13 hereof, Lessee shall, within 8 days from the date of such determination, notify Lessor with respect thereto. On the rent installment date next succeeding such notice (or in the event such rental payment shall occur within ten days after such notice, on the following rent installment date) the Lessee shall pay to Lessor an amount equal to the sum of the unpaid rent due on or before such rent installment date for such Equipment plus the Stipulated Loss Value (as herein defined) of such Equipment as of such rent installment date. Upon such payment this Agreement shall terminate with respect to such Equipment, and Lessee shall become entitled to such Equipment as-is-where-is, without recourse and without representations or warranties of any kind whatsoever. Anything contained in this paragraph notwithstanding, this Agreement shall continue in full force and effect and Lessee shall continue to perform all its obligations hereunder (including, without limitation, its obligation to pay rent) with respect to such Equipment until such payment shall have been received by Lessor."

11. Surrender of Equipment. Section 12 of the Agreement is hereby amended in its entirety to read as follows:

"13 Surrender of Equipment. As soon as practicable on or after the termination of the term of this Lease the Lessee will, at its own cost and expense, at the request of the Lessor, cause each Unit to be transported to such point or points ^{WITHIN THE CONTINENTAL LIMITS OF THE UNITED STATES} as shall be reasonably designated by the Lessor immediately prior to such termination and arrange for the Lessor to store such Unit on any lines of railroad or premises approved by the Lessor for a period not exceeding three months from the date such Unit is first placed in storage pursuant to this Section 13, the assembly, delivery, storage and transporting of such Unit to be at the expense and risk of the Lessee. During any such storage period the Lessee will permit the Lessor or any person designated by it, including the authorized representative or representatives of any prospective purchaser of such Unit, to inspect the same; provided, however, that the Lessee shall not be liable except in the case of negligence of the Lessee or of its employees or agents and except to the extent otherwise provided by law, for any injury to, or the death of, any person exercising, either on behalf of the Lessor or any prospective purchaser, the rights of inspection granted under this sentence. The assembly, delivery, storage and transporting of the Units as hereinbefore provided are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises, the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee so to cause the assembly, delivery, storage and transporting of the Units. Each Unit returned to the Lessor pursuant to this Section 13 shall (i) be in the same operating order, repair and condition as when originally delivered to the Lessee, reasonable wear and tear excepted, and (ii) meet the standards then in effect under the Interchange Rules of the Association of American Railroads, if applicable. If the Lessor shall elect to abandon any Unit which has suffered a Casualty Occurrence or which, within 90 days after expiration of this Lease, the Lessor shall elect to abandon, it may deliver written notice to such effect to the Lessee and the Lessee shall thereupon assume, and hold the Lessor harmless from, all liability arising in respect of any responsibility of ownership thereof, from and after receipt of such notice. The Lessor shall execute and deliver to the Lessee a bill or bills of sale (without warranties) transferring to the Lessee, or upon its order, the Lessor's title to and property in any Unit abandoned by it pursuant to the immediately preceding sentence. The Lessee shall have no liability to the Lessor in respect of any Unit abandoned by the Lessor after termination of this Lease; provided, however, that the foregoing clause shall not in any way relieve the Lessee of its obligations pursuant to Section 12 hereof to make payments provided for therein in respect of any Unit experiencing a Casualty Occurrence during the term of this Lease."

~~12. Events of Default. Section 18 of the Agreement is hereby amended as follows:~~

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gr "(e) Any proceeding shall be commenced by or against Lessee for any relief which includes, or might result in, any modification of the obligations of Lessee hereunder under any bankruptcy or insolvency law, or law relating to the relief of debtors, readjustments of indebtedness, reorganizations, arrangements, compositions, or extensions, and, unless such proceeding shall be dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such stay shall continue in force or such ineffectiveness shall continue), all the obligations of Lessee under this Agreement shall not have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees or receiver or receivers appointed for Lessee or for its property in connection with any such proceedings in such manner that such obligations shall have the same status as obligations incurred by such a trustee or trustees or receiver or receivers, within 30 days after such appointment, if any, or 60 days after such proceedings shall have been commenced, whichever shall be earlier."

13. Notices. The address for Lessee referred to in Section 20 of the Agreement is 2185 Democrat Road, Memphis, Tennessee 38116.

14. Additional Sections. The following additional Sections are hereby added to the Agreement:

"23. Purchase Option. Provided that this Agreement has not been earlier terminated and Lessee is not in default hereunder, Lessee shall have the right, at its option and upon giving 180 days prior written notice to Lessor, to purchase all, but not less than all the Equipment, as-is-where-is, at the end of the Basic Term, upon payment to Lessor at the time of such purchase of an amount in cash equal to the "Fair Market Value" as of end of such term. Fair Market Value shall be determined on the basis of, and shall be equal in amount to, the value which would obtain in an arm's length transaction between an informed and willing buyer and an informed and willing seller under no compulsion to sell and, in such determination, costs of removal from the location of current use shall not be a deduction from such value.

If within two months after the election by Lessee to purchase the Units pursuant to the first paragraph of this Section 23 the Lessor and the Lessee are unable to agree upon a determination of the Fair Market Value of the Units, such value shall be determined in accordance with the foregoing definition by a qualified independent Appraiser. The term Appraiser shall mean such independent appraiser as the Lessor and the Lessee may mutually agree upon, or, failing such agreement, a panel of three independent appraisers, one of whom shall be selected by the Lessor, the second by the Lessee and the third designated by the first two so selected. The Appraiser shall be instructed to make such determination within a period of 30 days following appointment, and shall promptly communicate such determination in writing to the Lessor and the

Lessee. The determination so made shall be conclusively binding upon both Lessor and Lessee. The expenses and fee of the Appraiser shall be borne by the Lessee. ~~For any reason the determination of Fair Market Value is not made (whether by the parties hereunder or by the Appraiser) prior to the end of the term of this lease or within six months from the date of the making by Lessee of the election referred to in this paragraph, the lease in the said lease shall terminate and the right of the Lessor to purchase such Unit shall terminate.~~

"24. Renewal Option. Provided that this Agreement has not been earlier terminated and Lessee is not in default hereunder, Lessee shall have the right, at its option and upon giving 180 days prior written notice to Lessor, to re-lease the Units for a negotiated term and for a negotiated semi-annual rental based upon the then Fair Market Value, as defined in Section 23."

"25. Federal Income Taxes. Lessor, as the owner of the Equipment, shall be entitled to such deductions, credits (other than the investment credit provided by Section 38 thereof) and other benefits as are provided by the Internal Revenue Code to an owner of property, including (without limitation) an allowance for depreciation. As permitted under Section 48(d) of the Internal Revenue Code, Lessor shall elect, in accordance with the regulations under Section 48(d), to treat Lessee as having acquired the Equipment for purposes of the investment credit and Lessee shall consent to such election as to all Equipment which qualifies for such election. Nothing contained in this Agreement shall be construed as a representation by Lessor that the Equipment qualifies for such election or for the investment credit provided by Section 38 of the Internal Revenue Code or as a representation by the Lessee that Equipment qualifies for any deductions credits, or other benefits as are provided by the Internal Revenue Code to an owner of property, including (without limitation) an allowance for depreciation."

"26. Marking of Equipment. On or prior to the delivery to Lessee of each unit of the Equipment, Seller has agreed to cause to be placed on each side of such Unit, in letters not less than one inch in height, the following legend:

BT Leasing Services Inc.
Owner-Lessor

In case during the continuance of this Agreement any of such marks shall at any time be removed, defaced, destroyed or become illegible in whole or in part, Lessee will, at its own cost and expense, immediately cause the same to be restored or replaced. Lessee will cause each Unit of the Equipment to be kept numbered with the identifying number thereof as set forth in each Equipment Lease, and will not permit the number of any such Units to be changed except with the consent of Lessor and in accordance with a statement of new numbers to be substituted therefor, which consent and statement previously shall have been filed with Lessor by Lessee

and filed, registered and recorded in all public offices where this Agreement (and/or any Financing Statements relating thereto) shall have been filed, registered and/or recorded. Lessee will not allow the name of any person, association or corporation to be placed on the Equipment as a designation that might be interpreted as a claim of ownership thereof by any person other than Lessor, but Lessee may letter the Equipment with such names or initials or other insignia as are customarily used by Lessee on its cars of the same or similar type for convenience of identification of the right of Lessee to use and operate the Equipment under this Agreement."

"27. Whenever requested by Lessor, but not more than once in each year during the Basic Term, Lessee shall deliver to Lessor a certificate, signed by the President or any Vice President of Lessee, accurately listing and identifying by road numbers each 100-ton hopper car included in the Equipment and describing in particular (i) the number and identification of each hopper car then in actual service, (ii) the number and identification of each hopper car that has been lost, stolen, destroyed, seized, confiscated, rendered unfit for use or damaged beyond repair and (iii) the number and identification of each hopper car then undergoing repairs or then withdrawn from use for repairs. Such certificate shall contain such other information regarding the condition and state of repair of the Equipment as Lessor may reasonably request and shall also contain a statement to the effect that Lessee has duly complied with the provisions of Section 8(e) and Section 26."

15. Miscellaneous. Section 22 of the Agreement is amended by deleting the 6th sentence and substituting the following:

"This Agreement shall become effective when signed by Lessee and accepted by Lessor at its offices in the State of New York and this Agreement shall in all respects be governed by, and construed in accordance with, the law of the State of New York, including all matters of construction, validity and performance."

ACCEPTANCE CERTIFICATE

This has reference to the Equipment Lease Agreement dated as of May 8, 1975 between BT Leasing Services Inc. as Lessor, and the undersigned, as Lessee. The terms used herein which are defined in the Agreement shall have the same meanings as are provided therein.

The undersigned hereby certifies that the following Equipment was delivered to and accepted by the Lessee on the date set forth below:

<u>Quantity</u>	<u>Description</u>	<u>Lessee Car Numbers</u>
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The undersigned hereby confirms to Lessor that (i) Lessee hereby makes each of the acknowledgments set forth in Section 2(f) of the Equipment Lease Agreement; and (ii) the Equipment listed herein is free and clear of all claims, mortgages, pledges, liens, security interests, charges and encumbrances of any kind in favor of any Person other than Lessor.

LESSEE:

COOK INDUSTRIES, INC.

By 

Title _____

Dated: _____, 1975

STIPULATED LOSS VALUES

<u>Rent Installment Date</u>	<u>Percent Equipment Cost</u>	<u>Rent Installment Date</u>	<u>Percent of Equipment Cost</u>
1	99.78	16	79.37
2	100.29	17	76.07
3	100.51	18	72.54
4	100.43	19	68.82
5	100.09	20	64.88
6	99.47	21	60.75
7	98.59	22	56.42
8	97.44	23	51.97
9	96.04	24	47.34
10	94.38	25	42.59
11	92.48	26	37.65
12	90.33	27	32.57
13	87.94	28	27.30
14	85.31	29	21.88
15	82.46	30 and thereafter	16.25

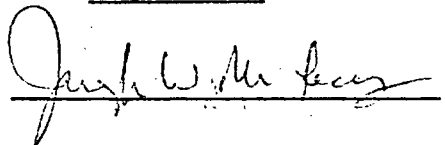
TERMINATION VALUES

<u>Rent Installment Date</u>	<u>Percent of Equipment Cost</u>	<u>Rent Installment Date</u>	<u>Percent of Equipment Cost</u>
1	99.67	16	77.38
2	100.05	17	73.97
3	100.14	18	70.32
4	99.93	19	66.47
5	99.46	20	62.41
6	98.71	21	58.16
7	97.71	22	53.71
8	96.44	23	49.13
9	94.91	24	44.39
10	93.13	25	39.50
11	91.11	26	34.44
12	88.83	27	29.23
13	86.32	28	23.83
14	83.57	29	18.28
15	80.60	30 and thereafter	12.50

LESSEE CERTIFICATE OF RESOLUTIONS
(Equipment Lease)

I, S. D. Chafetz, Assistant Secretary of Cook Industries, Inc. (the "Company"), do hereby certify that:

1. The following persons have been duly elected, and have duly qualified as officers of the Company, holding the offices set forth below opposite their respective names, authorized to execute and deliver the Equipment Lease Agreement dated as of May 8, 1975, between BT Leasing Services, Inc. and the Company and all of the documents referred to therein:

<u>Title</u>	<u>Name</u>	<u>Signature</u>
Executive Vice President-Finance	Joseph W. McLeary	

2. The following resolutions were duly adopted at a meeting of the Board of Directors of the Company, duly called and held on May 16, 1975, at which a quorum was present and voting throughout, and said resolutions have not been rescinded, amended or modified in any way and remain in full force and effect as of the date of this Certificate:

RESOLVED, that the form of Equipment Lease Agreement (including all exhibits hereto), dated as of May 8, 1975, between BT Leasing Services Inc. (the "Lessor") and this Company, as submitted to this meeting, providing for the leasing by this Company of certain equipment therein specified, is hereby approved, that the President or any Vice President of this Company be and each of them severally is hereby authorized to execute and deliver to the Lessor the Equipment Lease Agreement and such other documents and papers therein referred to, in substantially the form hereby approved, with such changes as said officer may approve, such approval to be evidenced conclusively by his execution and delivery of the same, and that this Company lease the equipment referred to in, and enter into the transactions contemplated by, the Equipment Lease Agreement; and

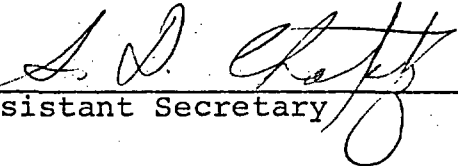
RESOLVED FURTHER, that the President or any Vice President of this Company be and each of them severally is hereby authorized to execute and deliver to the Lessor such certificates, instruments, agreements and other papers and

documents as are referred to in the Equipment Lease Agreement or as may be required in connection therewith or contemplated thereby and to take such further action as may be necessary or proper in order to consummate the matters authorized in this and the preceding resolution; and

RESOLVED FURTHER, that the Equipment Lease Agreement as presented to this meeting be and it hereby is ordered filed with the records of the meeting.

Attached hereto as Exhibit A is a true and correct copy of the Equipment Lease Agreement (including all exhibits thereto) referred to in the aforesaid resolutions in the form presented to and approved by the Board of Directors of the Company at the aforesaid meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 16th day of May, 1975.


Assistant Secretary

(SEAL)

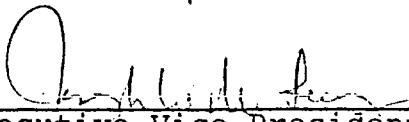
LESSEE CERTIFICATE

I, Joseph W. McLeary, the Executive Vice President-Finance of Cook Industries, Inc. (the "Company"), do hereby certify that:

1. There exists no condition, event or act which would constitute an Event of Default under the Equipment Lease Agreement (the "Equipment Lease Agreement") dated as of May 8, 1975, between BT Leasing Services Inc., (the "Lessor") and the Company and no condition, event or act which, with the giving of notice or lapse of time, or both, would constitute an Event of Default.

2. All representations and warranties made by the Company contained in the Equipment Lease Agreement or otherwise made in connection therewith are true and correct and with the same effect as though such representations and warranties had been made on and as of the date of this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 17th day of May, 1975.



Executive Vice President-Finance

(SEAL)

PURCHASE ORDER ASSIGNMENT

AGREEMENT dated as of May 17, 1975, between Cook Industries, Inc., a Delaware corporation ("Assignor"), and BT Leasing Services, Inc. ("Assignee");

W I T N E S S E T H :

WHEREAS, Assignor has heretofore received ACF Industries, Inc. ("Seller") Firm Purchase Proposal dated March 6, 1974, and accepted said Firm Purchase Proposal on March 19, 1974, (said Proposal and acceptance, as the same has heretofore been or may hereafter from time to time be amended, modified or supplemented in the manner permitted hereby, the "Purchase Order") relating to the purchase by Assignor from Seller of the Equipment (as such term is defined in the Lease hereinafter referred to); and

WHEREAS, Assignee and Assignor have entered into an equipment Lease Agreement (the "Lease") dated as of May 8, 1975, pursuant to which Assignee, subject to the terms and conditions therein stated, has agreed to acquire the Equipment and lease same to Assignor; and

WHEREAS, the obligation of Assignee under the Lease to acquire the Equipment and lease same to Assignor is conditioned, among other things upon the execution and delivery of an assignment of the Purchase Order substantially in the form of this Assignment;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Assignor hereby sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest under, in, to and in respect of the Purchase Order, including (without limitation) the right of Assignee (including Assignor or any other agent acting for Assignee) to (i) accept delivery of the Equipment pursuant to the Purchase Order and (ii) take title to the Equipment and be named as "buyer" in any documents of title, bills of sale, invoices or other similar documents delivered by Seller in respect of the Equipment; provided, however, that so long as Assignee shall not have notified Seller in writing that an Event of Default (as defined in the Lease) has occurred and is continuing, Assignor may exercise all rights available to it under the Purchase Order (including the right to enter into change orders) except for the rights assigned hereunder referred to in clauses (i) and (ii) above.

2. Neither this Assignment nor the Seller's Consent and Agreement attached hereto (the "Consent") shall in any way increase Seller's obligations or liabilities under the Purchase Order.

3. Assignor agrees that at any time and from time to time, upon the written request of Assignee, Assignor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Assignee may deem advisable in obtaining the full benefits of this Assignment and of the rights and powers herein granted.

4. Assignor represents and warrants that: (i) the Purchase Order is in full force and effect and is enforceable in accordance with its terms and Assignor is not in default thereunder; and (ii) Assignor has not assigned, pledged or granted a security interest in, and agrees that it will not assign, pledge or grant a security interest in, so long as this Assignment shall remain in effect, the whole or any part of the right, title and interest hereby assigned, to anyone other than Assignee.

5. Assignor hereby irrevocably designates and appoints Assignee, its successors and assigns, Assignor's true and lawful attorney, with full power (in the name of Assignor or otherwise) to enforce all of the rights, titles and interests which are assigned to Assignee pursuant to this Assignment, including (without limitation) all of Assignor's powers, privileges and remedies under the Purchase Order, with full power to file any claims or take any action or institute any proceedings which Assignee may deem advisable or necessary in the premises. Notwithstanding the provisions of the previous sentence, Assignor agrees that, unless and until it shall receive written notice to the contrary from Assignee given in the manner hereinafter provided in this Assignment, it will diligently pursue and enforce, for the benefit of Assignee, each and every one of its powers, rights, privileges and/or remedies under or in respect of the Purchase Order.

6. In any proceeding brought by Assignor, Seller or any other person involving the enforcement or interpretation of, or otherwise in respect of, the Purchase Order, it shall not be necessary to make Assignee a party to any such proceedings or to join or otherwise involve Assignee in any such proceedings in any manner; provided, however, notwithstanding the foregoing, Assignee shall at all times have the right and privilege to become a party or to be joined or to otherwise become involved in any such proceedings in any manner permitted by law.

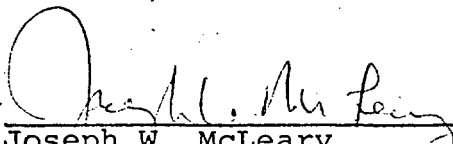
7. All notices, requests, demands or other communications to or upon the respective parties hereto shall be deemed to have been given or made when deposited in the mails, postage prepaid, or in the case of telegraphic notice, when delivered to the telegraph company, addressed (i) if to Assignee, at 280 Park Avenue, New York, New York 10017 or at such other address as may hereinafter be furnished to Assignor in writing by Assignee; and (ii) if to Assignor, at 2185 Democrat Rd., Memphis, Tennessee 38116, or at such other address as may hereinafter be furnished to Assignee in writing by Assignor.

8. Neither this Assignment nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought. No failure or delay on the part of Assignee in exercising any right, power or privilege hereunder and no course of dealing between Assignor and Seller or Assignor and Assignee shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein expressly provided are cumulative and not exclusive of any rights or remedies which Assignee would otherwise have. No notice to or demand on Assignor in any case shall entitle Assignor to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of Assignee to any other or further action in any circumstances without notice or demand. This Assignment shall be binding upon Assignor and its successors and assigns and shall be binding upon and inure to the benefit of Assignee and its successors and assigns. This Assignment and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the law of the State of New York.

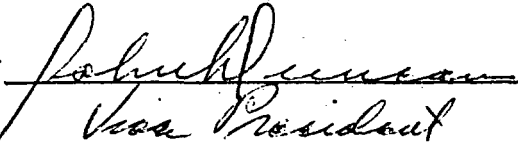
IN WITNESS WHEREOF, Assignee and Assignor have caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNOR

COOK INDUSTRIES, INC.

By 
Joseph W. McLeary
Executive Vice President-Finance

ASSIGNEE

BT Leasing Services Inc.
By 
Vice President

SELLER'S CONSENT AND AGREEMENT

The undersigned hereby acknowledges receipt of and consents to the foregoing Purchase Order Assignment.

ACF INDUSTRIES, INC.

BY W. H. Harrison
VICE PRESIDENT



ACF INDUSTRIES

INCORPORATED

SHIPPERS CAR LINE DIVISION

3390 PEACHTREE ROAD, N.E., SUITE 348, ATLANTA, GEORGIA 30326 • (404) 237-7571

March 12, 1974

Mr. Tom Bissey
Cook Industries, Incorporated
2185 Democrat Road
P.O. Box 16912
Memphis, Tennessee 38116

Dear Tom:

Confirming the various discussions in connection with the purchase of 200 of our 100 ton 4650 cu.ft. Center Flow cars suitable for the transportation of Grain, I am now pleased to enclose for your records our confirming quotation dated March the 6th.

During the course of our discussions we have attempted to cover as many points as possible and we hope that with the final visit that you made to our Home Office in St. Charles, Missouri, you are satisfied with the answers you have received.

It is my understanding from Jack Palmore that a letter of intent is to be issued by you indicating your firm commitment for the 200 cars in question which are scheduled for completion according to the attached quotation during April/March of 1975.

The proposal is being forwarded along with the corresponding literature.

Should you have any further questions regarding this, please let us know, if not, we want to take this opportunity to express to you our sincere appreciation for all of your cooperation and, of course, for this very fine order.

There will be many items of information that we will need in connection with the ownership and stenciling of the cars, etc., and these we hope to settle with you once we have begun the paperwork based on the commitment which you have indicated will be made by your Company.

Very truly yours,

George Tienken
George Tienken

March 6, 1974

FIRM PURCHASE PROPOSAL - Inquiry 74-A-7-P

FOR: COOK INDUSTRIES, INCORPORATED

With respect to the referenced inquiry, we are pleased to submit the following purchase proposal:

For 200 - 100 Ton Roller Bearing CF 4650 Center Flow covered hopper cars, equipped with Continuous hatches and Gravity outlets, built generally to specification no. SCL-CF-SS3 Rev. 3/73, for the transportation of Meal, our selling price is \$22,200.00 per car F.O.B. ACF Works, Huntington, West Virginia with delivery by Amcar Division, ACF Industries, Inc. to a common carrier for your use and/or consumption at a destination outside the State of West Virginia.

The above selling price is for unlined cars.

The above price is subject to material, labor, freight, and overhead escalation at the time of delivery. We reserve the right to bill the quoted price, and the cars will be invoiced as shipments are made and paid for at such price. Any difference between the aggregate of the initial billings of all cars will be paid by the customer as soon as final price has been determined.

If the cars are lined, the lining applicator shall perform all work in connection with the installation of the interior protective coating, as specified by you in accordance with your specifications or the applicable specifications of the manufacturer of such coating as the case may be. As consist and quality of such coating materials is under manufacturer's sole control, Shippers Car Line cannot warrant the quality of any such lining or its fitness for any particular purpose. If the applicator is other than Shippers Car Line, that applicator is responsible to you for any warranty, and any sale or lease resulting from this proposal shall be upon this understanding, whether or not set forth in any purchase order lease or other instrument. Any freight charges for movement of cars to and from the lining plant will be for your account.

The conditions which apply to this proposal are outlined in the attached Exhibit "A" which is a party hereof.

Terms of this proposal are net cash as the cars are delivered.

Subject to delays due to usual contingencies beyond our control and subject also to prior sale of shop space, shipment of the unlined cars

(cond.)

COOK INDUSTRIES, INCORPORATED
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can commence during March/April, 1975, with inspection and final approval to be made at Amcar Division Works - ACF Industries, Inc. - Huntington, West Virginia prior to shipment, and then consigned to you at a point or points outside the State of West Virginia.

This proposal is submitted for acceptance within thirty (30) days from the date hereof.

EXHIBIT "A"

CONDITIONS

DELIVERY: Our obligations with respect to delivery are made expressly subject to rescheduling of shop space and delays due to strikes, differences with workmen, labor troubles, acts of God, Governmental acts and regulations, war or war conditions, riots or civil commotion, sabotage, fires, floods, explosions or other accidents, or to delays of carriers or of subcontractors or in receipt of materials, or to delays occasioned by or arising in connection with the construction of other cars or products for our other customers which are contracted to be constructed at said plant prior to the construction of the cars covered by this proposal, or to any other cause or causes (whether or not of the same general character as those herein specifically enumerated) beyond our reasonable control.

PATENTS: It is understood and agreed that we shall assume all responsibility for and save you harmless from any and all damages, costs, royalties and claims arising out of charges of infringement of United States patents which may be alleged to cover said cars, articles, or parts thereof, excepting those patents covering the manufacture, sale or use in said cars, articles, or parts thereof, of designs, devices, parts, arrangements, specialties and equipment furnished or specified by you and as to such excepted United States patents you shall in like manner assume responsibility and save us harmless. Prompt notice in writing shall be given by each party to the other of any claim of patent infringement presented to such party with respect to said cars, articles, or parts thereof, and the party responsible for such infringement as above provided, shall promptly undertake and assume the defense thereof.

TAXES: It is understood that the prices quoted herein do not include sales, use, excise or similar taxes; in the event any such tax is imposed upon the transaction herein by a Federal, State, Municipal or other Governmental authority, it shall be paid by the purchaser unless he provides us with a tax exemption certificate acceptable to the Governmental authority imposing such tax.

WARRANTY: We will warrant to you that each Car will be free from defects in material (except as to articles or materials incorporated therein which have been furnished by you or by a supplier or suppliers specified by you) and workmanship under normal use and service; our obligation with respect to any Car to be limited to repairing or replacing at our plant any part or parts of such Car which shall, within one year after the delivery of such Car, be returned to us with transportation charges prepaid, and which our examination shall disclose to our satisfaction to have been defective. We shall not be liable for any damages, whether direct, indirect or consequential except as aforesaid. *This warranty is expressly in lieu of all other warranties expressed or implied, including any warranty of merchantability or fitness for a particular purpose.*

This proposal is authorized by our Executive Office. Any contract arising out of this proposal shall be binding only after approval at our Executive Office.

This proposal is limited to acceptance within thirty days from this date.

MAIL

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PMS U. S. GLEFFORD - AGF
SHIPPERS CAR LINE DIVISION
OF CHARLES, MO.
BT

INCENT - 358 00213

T.E. DISNEY
TRANSPORTATION
COOK INDUSTRIES, INC.

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March 19